



RFQ No. DACW67-03-Q-0003

**US Army Corps
of Engineers®**
Seattle District

Project: Resource Maintenance Shop/Ranger Station And Visitor Center

Location: Albeni Falls Project, Idaho

Janitorial/Custodial Service Contract

Closing Date: 13 November 2002
Closing Time: 10:00 Local Time

REMARKS: Quotes may be faxed to (206) 764-6817, Attention: Mary Higley, or mailed to mary.j.higley.@usace.army.mil or US Army, Corps of Engineers, Seattle District, Attention: Mary Higley P.O. Box 3755, Seattle, WA 98124-3755.

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W68MD9-2283-9342		PAGE 1 OF 57	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER DACW67-03-Q-0003	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JACQUELINE W JOHNSON				b. TELEPHONE NUMBER (No Collect Calls) 206-764-6693	
9. ISSUED BY USA ENGINEER DISTRICT, SEATTLE ATTN: CENWS-CT P.O. BOX 3755 SEATTLE WA 98124-3755 TEL: 206-764-3772 FAX: 206-764-6817		CODE DACW67		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUSINESS <input type="checkbox"/> 8(A) SIC: 7349 SIZE STANDARD: \$5 M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
						12. DISCOUNT TERMS	
						13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	
						13b. RATING	
15. DELIVER TO ALBENI FALLS PROJECT OFFICE 2376 HIGHWAY 2 EAST OLDTOWN ID 83822-9243 TEL: FAX:		CODE G3R0A00		16. ADMINISTERED BY CODE			
17a. CONTRACTOR/ OFFEROR TEL. FACILITY CODE		CODE		18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.						ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)			
				TEL: EMAIL:			
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
						36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				38. S/R ACCOUNT NUMBER		39. S/R VOUCHER NUMBER	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE		42a. RECEIVED BY (Print)		40. PAID BY	
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)			
				42d. TOTAL CONTAINERS			

AUTHORIZED FOR LOCAL REPRODUCTION

Section SF 1449 - CONTINUATION SHEET

NOTES

Request for a copy of Request for Quote can be made by fax at: 206/764-6817, Attn: Jackie Johnson.

SMALL BUSINESS SET ASIDE LARGE BUSINESS WILL NOT BE CONSIDERED**NOTES:**

1. REPRESENTATIONS AND CERTIFICATIONS CONTAINED HEREIN MUST BE COMPLETED BY QUOTERS AND RETURNED WITH OFFERS.

2. MARKINGS OF QUOTE ENVELOPES, QUOTES SHALL BE PLAINLY MARKED AS FOLLOWS:

QUOTE FOR: MAINT, VISITOR, SHOP CUSTODIAL, ALBENI FALL, ID
REQUEST FOR QUOTATION NO. DACW67-03-Q-0003

CLOSING DATE AND TIME: **13 NOV 2002 10 A.M. PST**

AMENDMENTS NUMBERED _____ WILL BE ACCEPTED UNTIL THE TIME AND DATE FOR CLOSING.

3. FAXED QUOTES SHALL BE ACCEPTED BEFORE CLOSING AT FAX: (206)764-6817. ATTN: JACKIE JOHNSON. FOR QUESTIONS TELEPHONE (206) 764-6693. MAILED QUOTES SHALL BE ACCEPTED BEFORE CLOSING @ US ARMY CORPS OF ENGINEERS, SEATTLE DISTRICT, PO BOX 3755 SEATTLE, WA 98124. PHYSICAL: 4735 E MARGINAL WAY S., SEATTLE, WA 98134-2385. PLEASE REFERENCE BY RFQ NO. DACW67-03-Q-0003.

4. CONTRACTORS OUTSIDE EDI SHALL BE ALLOWED TO QUOTE. CONTRACTORS ARE REQUIRED TO QUOTE ON ALL LINE ITEMS. CONTRACTORS ARE REQUIRED TO SUBMIT EVALUATION FORMS WITH QUOTE.

5. ANY CONTRACTOR RECEIVING AN AWARD IS REQUIRED TO BE REGISTERED IN THE CCR (CENTRAL CONTRACTING REGISTRY).

6. AWARD: SEE EVALUATION FACTORS PARAGRAPH 5, BASIS OF AWARD.

CONTRACTOR IS REQUIRED TO PROVIDE THE FOLLOWING INFORMATION WITH YOUR QUOTE:

FEDERAL TAX ID NUMBER: _____

DUN AND BRADSTREET NUMBER: _____
CONTRACTOR CAN OBTAIN DUNS NUMBER BY CALLING 800/333-0505

IS CONTRACTOR REGISTERED IN THE CCR? YES _____ NO _____

CCR NO. _____

PROSPECTIVE OFFERORS: THE DIRECTOR OF DEFENSE PROCUREMENT HAS ISSUED A FINAL RULE AMENDING THE DEFENSE FEDERAL ACQUISITION REGULATION SUPPLEMENT (DFARS) TO REQUIRE CONTRACTORS TO BE REGISTERED IN THE DOD CENTRAL CONTRACTOR REGISTRATION (CCR) FOR AWARDS RESULTING FROM SOLICITATION ISSUED AFTER MAY 31, 1998.

THIS RULE MORE EFFICIENTLY IMPLEMENTS THE DEBT COLLECTION IMPROVEMENT ACT OF 1996 AS IT REQUIRES CONTRACTORS TO BE REGISTERED IN CCR FOR CONSIDERATION OF FUTURE SOLICITATIONS, AWARDS, AND PAYMENT. REGISTRATION IS REQUIRED PRIOR TO AWARD OF ANY CONTRACT, BASIC AGREEMENT, BASIC ORDERING AGREEMENT, OR BLANKET PURCHASE AGREEMENT FROM A SOLICITATION ISSUED AFTER MAY 31, 1998. LACK OF REGISTRATION IN THE CCR DATABASE WILL MAKE AN OFFER INELIGIBLE FOR AWARD.

THE CCR WEB SITE MAY BE ACCESSED AT <http://ccr/edi/.disa.mil/>. YOU MAY CALL 1-888-227-2423 TO OBTAIN A REGISTRATION PACKET OR REGISTER ONLINE AT www.acq.osd.mil/ec.

Evaluation Factors- Simplified Acquisition

This request for quotation contains Evaluation Factors for the Janitorial Services identified herein. The Government reserves the right to make an award, which will be determined, the most advantageous to the Government based on Best Value Evaluation Factors.

In accordance with the provisions contained herein the Government will select the most advantageous offer based on past performance and cost. To be considered for award, proposals/quotes shall conform to the terms and conditions contained in this solicitation. The evaluation process used to determine the most advantageous offer is as follows:

1. Selection Board: Contracting Officer may establish a selection board to conduct an evaluation of each proposal received in response to this solicitation. The evaluation will be based exclusively on the merits and content of the quote. The Board will not consider any information incorporated by reference or otherwise referred to. The individual ratings provided by the references will be used by the Board to determine an overall rating, as follows:

- 1) Green- Firm received 75% Excellent rating with no unsatisfactory rating,
- 2) Amber- Firm received 50%-74% Excellent ratings with no unsatisfactory rating,
- 3) Red- Firm received an unsatisfactory rating.

2. Evaluation Factors: In descending order of preference, based on the criteria below, ratings are evaluated on the basis of technical merit as follows:

Past Performance/Experience-

Attached is the questionnaire that will be used to evaluate your past performance. Provide at least (3) three references for janitorial services that you or your firm has been responsible for performing, which are similar to the scope of work identified herein. These services must have been completed within the last five (5) years.

Your firm will complete the upper portion of the questionnaire. The bottom half of the questionnaire (interview questions) will be completed by the Government by interviewing at least three of your references to obtain an evaluation of the services performed. Please note, the points of contact (POC) you include on the questionnaire should be familiar with your work in order to provide an evaluation of your performance.

The following topics will be addressed in the interview:

- 1) Quality of service- Compliance with contract requirements, quality workmanship
- 2) Timeliness of performance- Adherence to performance schedules, responsiveness to customer complaints
- 3) Business relationship between each contractual party- History of reasonable and cooperative behavior evidence of customer satisfaction, flexibility, effective provide solutions to problems and business-like concern for the towards customer satisfaction
- 4) Overall Rating

3. TECHNICAL MERIT RATINGS: The offers will be evaluated and rated for each criterion using a descriptive scale as outlined below:

Excellent: Exceeds over and above the requirements. The offeror fully meets all aspects of the job often exceeding many of the requirements. The work completed clearly demonstrated timely performance of the highest quality.

Good: Meets requirements. Offeror meets all of the minimum performance, capability or qualifications standards required. The occasional "call back" to correct deficiencies is handled in a satisfactory manner.

Unsatisfactory: Requirements not met. Offeror fails to meet the minimum performance, capability or qualifications standards required. Deficiencies are often noted.

4. Price: Prices quoted will be considered as secondary to the technical factors and will be independently evaluated to determine whether the proposed price is complete and reasonable and to aid in the determination of the offerors' understanding of the work and ability to perform the contract. Price will be evaluated inclusive of options but will not be scored.

5. Basis of Award: Award shall be made to a higher rated offeror and may be awarded to a higher priced offeror if the offer is sufficiently more advantageous to the Government, inasmuch, to justify the payment of a higher price. The degree of importance of price as a factor shall become more important when past experience/ performance are relatively equal in merit. Prices quoted for this project reflects all cost associated with the work required to complete the tasks identified in the Scope of Work and will be evaluated to reflect the Contractor's understanding of the project requirements, as well as the potential to provide the Best Value to the Government.

QUESTIONNAIRE – CONTRACTOR'S PAST EXPERIENCE**(OFFERORS MUST COMPLETE THIS PORTION)**

Contractor #1

OFFEROR NAME: _____

AGENCY/COMPANY THAT WORK WAS PERFORMED FOR: _____

POINT OF CONTACT & TELEPHONE NUMBER: _____

DATES SERVICES PROVIDED: _____

BRIEF DESCRIPTION OF SERVICES PROVIDED: _____

INTERVIEW QUESTIONS**CONTRACTOR'S PAST PERFORMANCE****(GOVERNMENT WILL COMPLETE THIS PORTION)**

PERSON CONTACTED: _____

PAST PERFORMANCE: _____

1. QUALITY OF SERVICE PROVIDED: Compliance with contract requirements, and quality workmanship, and responsiveness to questions or problems.

☐Excellent ☐Good ☐Unsatisfactory

2. TIMELINESS OF PERFORMANCE: Adherence to delivery schedules including aspects of performance, and resolution to questions or problems.

☐Excellent ☐Good ☐Unsatisfactory

3. BUSINESS RELATIONSHIP BETWEEN EACH CONTRACTUAL PARTY: History of reasonable and cooperative behavior, evidence of customer satisfaction, flexibility, effectively recommended solutions to problems, to include, business-like concern for the interests of the Agency.

☐Excellent ☐Good ☐Unsatisfactory

4. OVERALL RATING?

☐Excellent ☐Good ☐Unsatisfactory

QUESTIONNAIRE – CONTRACTOR’S PAST EXPERIENCE

(OFFERORS MUST COMPLETE THIS PORTION)

Contractor #2
OFFEROR NAME: _____
AGENCY/COMPANY THAT WORK WAS PERFORMED FOR: _____
POINT OF CONTACT & TELEPHONE NUMBER: _____
DATES SERVICES PROVIDED: _____
BRIEF DESCRIPTION OF SERVICES PROVIDED: _____

.....
INTERVIEW QUESTIONS
CONTRACTOR’S PAST PERFORMANCE
(GOVERNMENT WILL COMPLETE THIS PORTION)
PERSON CONTACTED: _____

PAST PERFORMANCE: _____

1. QUALITY OF SERVICE PROVIDED: Compliance with contract requirements, and quality workmanship, and responsiveness to questions or problems.

☐Excellent ☐Good ☐Unsatisfactory

2. TIMELINESS OF PERFORMANCE: Adherence to delivery schedules including aspects of performance, and resolution to questions or problems.

☐Excellent ☐Good ☐Unsatisfactory

3. BUSINESS RELATIONSHIP BETWEEN EACH CONTRACTUAL PARTY: History of reasonable and cooperative behavior, evidence of customer satisfaction, flexibility, effectively recommended solutions to problems, to include, business-like concern for the interests of the Agency.

☐Excellent ☐Good ☐Unsatisfactory

4. OVERALL RATING?

☐Excellent ☐Good ☐Unsatisfactory

QUESTIONNAIRE – CONTRACTOR’S PAST EXPERIENCE**(OFFERORS MUST COMPLETE THIS PORTION)**

Contractor #3

OFFEROR NAME: _____
AGENCY/COMPANY THAT WORK WAS PERFORMED FOR: _____
POINT OF CONTACT & TELEPHONE NUMBER: _____
DATES SERVICES PROVIDED: _____
BRIEF DESCRIPTION OF SERVICES PROVIDED: _____

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INTERVIEW QUESTIONS**CONTRACTOR’S PAST PERFORMANCE****(GOVERNMENT WILL COMPLETE THIS PORTION)**

PERSON CONTACTED: _____

PAST PERFORMANCE: _____

1. QUALITY OF SERVICE PROVIDED: Compliance with contract requirements, and quality workmanship, and responsiveness to questions or problems.

☐Excellent ☐Good ☐Unsatisfactory

2. TIMELINESS OF PERFORMANCE: Adherence to delivery schedules including aspects of performance, and resolution to questions or problems.

☐Excellent ☐Good ☐Unsatisfactory

3. BUSINESS RELATIONSHIP BETWEEN EACH CONTRACTUAL PARTY: History of reasonable and cooperative behavior, evidence of customer satisfaction, flexibility, effectively recommended solutions to problems, to include, business-like concern for the interests of the Agency.

☐Excellent ☐Good ☐Unsatisfactory

4. OVERALL RATING?

☐Excellent ☐Good ☐Unsatisfactory

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001		1	Lump Sum		

RESOURCE JANITORIAL, BASE YEAR 1 NOV 2002 - 30 OCT 2003

Furnish all labor necessary provide non-personal janitorial services at the resource office, maintenance office, carpenter shop restroom, and Visitor Center located at the Albeni Falls Dam five miles west of Priest River, ID, for a period of 12 months with work commencing 1 December 2002 and ending 30 December 2003 in accordance with the Scope of Work incorporated herein. Dept of Labor Wage Determination No. 94-2160 Rev (13) dated 05/17/2002 ID, Statewide apply.

0001AA Daily Cleaning in accordance with para. 3-2 Daily Cleaning

Qty - 104 days @ Rate per day \$ _____ Total: \$ _____

0001AB. Monthly cleaning in accordance with para.3-3 Monthly Cleaning

Qty- 12 months @ Rate per month \$ _____ Total: \$ _____

0001AC. Cleaning in accordance with para. 3-4 Yearly Cleanings.

Qty - 1 job Total: \$ _____

0001AD. Additional daily cleanings for the resource office, maintenance office and carpenter shop, as determined necessary by the Contracting Officer's Representative.

Qty - 10 days @ Rate per day \$ _____ Total: \$ _____

VISITOR CENTER -ONLY**0001AE.** Daily cleaning for the Visitor Center in accordance with para. 3-2 Daily Cleanings.

Qty - 117 days @ Rate per day \$ _____ Total \$ _____

0001AF. Cleanings for the Visitor Center in accordance with para 3-3 Monthly Cleanings.

Qty - 12 months @ Rate per month \$ _____ Total: \$ _____

0001AG. Cleaning for the Visitor Center in accordance with para. 3-4 Yearly Cleanings.

Qty - 1 job Total: \$ _____

0001AH. Additional cleanings for the Visitor Center in accordance with para. 3-2 Daily Cleaning, as determined necessary by the Contracting Officer's Representative.

Qty - 10 days @ Rate per day \$ _____ Total: \$ _____

PURCHASE REQUEST NUMBER: W68MD9-2283-9342

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002		1	Lump Sum		
OPTION					

FIRST OPTION YEAR

Furnish all labor necessary to provide non-personal janitorial services at the resource office, maintenance office, carpenter shop restroom, and Visitor Center located at the Albeni Fall Dam five miles west of Priest River, ID, for a period of twelve months with work commencing 01 December 2003 and ending 30 November 2004 in accordance with the Scope of Work incorporated herein. The most current Dept of Labor Wage Determination shall apply for time of exercise.

0001AA. Daily cleanings

Qty - 104 days @ \$ _____ per day Total: _____

0001AB. Monthly cleanings

Qty- 12 months @ \$ _____ per month Total: \$ _____

0001AC. Yearly cleanings

Qty - 1 job Total: \$ _____

0001AD. Additional cleanings for the resource office, maintenance office, and carpenter shop restroom period 01 Nov 03 through 30 Oct 04.

Qty - 10 Rate \$ _____ Total: \$ _____

VISITOR CENTER-ONLY**0001AE. Daily cleanings**

Qty - 117 days @ \$ _____ per day Total: \$ _____

0001AF. Monthly cleanings

Qty - 12 months @ \$ _____ per month Total: \$ _____

0001AG. Yearly cleaning

Qty - 1 job Total: \$ _____

0001AH. Additional cleanings for the Visitor Center for the period 01 Dec 03 through 30 Nov 04.

Qty - 10 days @ \$ _____ per day Total: \$ _____

NET AMT

FOB: Destination

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Lump Sum		
OPTION					

SECOND OPTION YEAR

Furnish all labor necessary to provide non-personal janitorial services at the resource office, maintenance office, carpenter shop restroom, and Visitor Center located at the Albeni Fall Dam five miles west of Priest River, ID, for a period of twelve months with work commencing 01 December 2004 and ending 30 November 2005 in accordance with Scope of Work incorporated herein. The most current Dept of Labor Wage Determination shall apply for time of exercise.

0001AA. Daily cleanings

Qty - 104 Days Rate per day \$ _____ Total: \$ _____

0001AB. Monthly cleaning

Qty- 12 months Rate per month \$ _____ Total: \$ _____

0001AC. Yearly cleaning

Qty - 1 Job Total: \$ _____

0001AD. Additional cleanings for the resource office, maintenance office, and carpenter shop restroom period 01 Dec 04 through 30 Nov 05.

Qty - 10 days Rate per day \$ _____ Total: \$ _____

VISITOR CENTER-ONLY**0001AE. Daily cleaning**

Qty - 117 Days Rate per day \$ _____ Total: \$ _____

0001AF. Monthly cleaning

Qty - 12 Months Rate per month \$ _____ Total: \$ _____

0001AG. Yearly cleaning

Qty - 1 Job Total: \$ _____

0001AH. Additional cleanings for the Visitor Center for the period 01 Nov 04 through 30 Oct 05.

Qty - 10 day Rate per day \$ _____ Total: \$ _____

NET AMT

SCOPE OF WORK

**SCOPE OF WORK
JANITORIAL CONTRACT
FY03 BASE YEAR, FY04-05 OPTION YEARS
RESOURCE MAINTENANCE SHOP, RANGER STATION, AND VISITOR CENTER
ALBENI FALLS PROJECT
IDAHO**

1. GENERAL.

1-1. COMMENCEMENT, PROSECUTION, AND COMPLETION.

This contract shall become effective on the date of award and shall continue in full force and effect until October 30, 2003, unless terminated as otherwise provided in the contract. This contract includes a base year and two option years, and is therefore renewable for two (2) additional one-year periods at the option of the Government by the Contracting Officer giving written notice of renewal to the Contractor no later than 30 days before the period of service is to expire. Work for the base year shall commence on 01 November 2002 and extend through 30 October 2003.

1-2. FACILITIES TO BE SERVICED.

The Contractor shall provide all labor necessary to furnish janitorial services at the resource shop (offices and restrooms), carpenter shop restroom, ranger station, and the Visitor Center located at the Albeni Falls Dam, 5 miles west of Priest River, Idaho, on Highway 2. Floor plans and facility inventories are shown in Appendices 1, 2, 3 and 4.

1-3. FREQUENCIES AND TIMES OF SERVICE.

The Contractor shall provide the services specified herein in accordance with the frequencies and days specified in Appendix 5, Performance Frequency Table. Daily cleanings shall be performed after 5:00 p.m. and before 6:30 a.m. the following day. Monthly and Yearly Cleanings shall be conducted between the hours of 7:00 a.m. and 7:00 p.m. The Contractor shall provide the Contracting Officer's Representative (COR) a schedule based on the Frequency Table indicating the specific dates and times services will be accomplished. This will be provided at the prework conference.

1-4. CONTRACT ACTIVITY AREA INSPECTION.

The contract activity area will be available for inspection by potential bidders Mondays through Thursdays, 8:30 a.m. to 3:30 p.m., by appointment. It is recommended that bidders conduct an inspection of the contract activity area prior to bidding. An employee will accompany bidders during the inspection. For further information, contact the senior park ranger at (208) 437-3133. Collect calls will not be accepted.

1-5. PREWORK CONFERENCE.

This meeting shall be held at Albeni Falls Project Office within ten days after award of the contract and prior to the beginning of work, at a time mutually agreeable to the Contractor and COR. The Contractor should be prepared for a 2-hour office meeting including an onsite tour. The purpose of the meeting is to discuss and develop

mutual understandings relative to the general and technical provisions of the contract, safety, and security measures. During the safety discussion a video on Blood-Borne Pathogens will be shown.

2. CONTRACT OPERATIONS.

2-1. SAFETY.

2-1.1 Safety Standards. The Contractor shall comply with all applicable Occupational Safety and Health Act (OSHA) Standards, as well as the Corps of Engineers Safety Requirements EM 385-1-1, revised September 1996, as amended. (A copy of EM 385-1-1 is available from the project office.) Material Safety Data Sheets (MSDS) will be available at the work site for Government furnished materials. All waste products and containers will be disposed of in accordance with the applicable MSDS.

2-1.2 General Safety. The Contractor shall follow all manufacturers' recommendations and label instructions when using cleaning agents and disinfectants. Contractor personnel shall wear clothing suitable for the weather and working conditions. A hardhat will be provided in those areas requiring the use of a hardhat.

2-1.3 Accidents. The Contractor shall notify the COR immediately of any damage to Government and private property and/or injury to any person resulting from his/her operations. In the event that an accident or an injury should occur on Government lands, the Contractor shall immediately notify the appropriate local emergency service organization and the COR. The Contractor shall make a written report of each incident. These reports shall include, but not be limited to, date, location, nature of the injury or accident, authorities notified, and the action taken, if any. Sketches, graphs, drawings, and/or photographs will be utilized as needed, and all information shall be forwarded to the COR within one working day of the incident.

2-2. INSPECTION AND ACCEPTANCE.

2-2.1 Work will be closely inspected on a regular basis by the COR to insure compliance with the contract scope of work. An oral or written notice of deficiencies to be corrected will be given to the Contractor as needed. No inspector is authorized to change any provision of the contract specifications. The presence or absence of an inspector shall not relieve the Contractor from any requirement of the contract.

2-2.2 The Contractor shall provide Quality Control (QC) inspections for work performed under this contract in accordance with FAR 52.246-1 "Contractor Inspection Requirements". If the Contractor is physically providing the service, he/she will be responsible for quality control. If a Contractor employee provides services, the Contractor shall provide an authorized representative, other than the hired employee, to perform QC inspections.

2-2.3 The Contractor's Quality Control Representative (QCR) shall meet with the COR on a regular basis to discuss deficiencies or problems noted in the QC inspections. At a minimum, the QCR and COR will meet once per month on dates and times convenient to both parties. Meeting frequencies will be increased or decreased if deemed necessary by the COR or the Contractor. Meetings will consist of a walk-through of the facilities and a discussion of pertinent issues.

2-3. PAYMENT.

2-3.1 Submission of Invoices. Payment for services performed will be based on the unit prices for individual and additional cleanings. One original invoice and three copies of the invoice shall be submitted to USACE Finance Center, CEFC-AO-P, 5720 Integrity Drive, Millington, TN, 38054-5005, and shall include the contract number, item numbers, from-to dates, description of work, quantities, unit prices, and total prices. It is requested that a copy of the invoice be sent to the COR

2-3.2 Basis for Payment. Payment will be made only for actual services satisfactorily completed under this specification. Separate payments will not be made for the time spent in planning, mobilizing, or performing administrative work.

2-4. CONDUCT AND ATTITUDE.

Due to the nature of the facility, it is possible that the Contractor may have contact with the visiting public, sales people, and other contractors. All contacts with visitors and other contractors shall be courteous. Any information sought or questions posed by visitors which cannot be appropriately answered by the Contractor shall be referred to the Corps Rangers or other project employees. The Contractor shall not give visitors permission to deviate from any park rule, regulation, or procedure. The Contractor shall cooperate with project employees and other contractors working in the contract activity area. The Contractor shall not consume alcohol or illegal drugs while performing the work requirements. Smoking is allowed only in designated smoking areas.

2-5. MATERIALS AND SUPPLIES.

2-5.1 Contractor Furnished Supplies. The Contractor shall provide a vacuum cleaner and attachments suitable for cleaning carpets, carpet edges and corners, light fixtures, blinds, etc.

2-5.2 Government Furnished Supplies. The following equipment shall be provided by the Government. All equipment, with the exception of keys, will remain on the project.

a) Custodial supplies and materials including garbage bags, litter bags, toilet paper, paper towels, sanitary napkin disposal bags, cleaning and disinfecting agents, rubber gloves, etc.

b) Equipment used in cleaning including mops, mop buckets, sponges, etc.

c) Keys. The Contractor shall be issued keys for those areas requiring access through locked entries. All keys will be signed for by the Contractor, and a record of the issued keys kept in the project's key control file. Keys will be returned to the COR immediately upon completion of the contract.

d) All water and electricity necessary to provide the required services.

e) Hardhat when needed.

f) "Caution: Wet Floors" signs.

2-5.3 Ordering of Supplies. The Contractor shall be responsible for anticipating needs and maintaining an adequate stock of materials and supplies. The Contractor shall monitor inventory and place orders for supplies on forms provided by the Government at least one week in advance of required delivery. All supplies shall be stored in Government storage facilities located in the Ranger Station, Maintenance Shop, and Visitor Center in such a manner that the facilities are kept neat and orderly. Materials and supplies shall only be used in the performance of work identified in the contract scope of work.

2-6. CHANGES FOR THE CONVENIENCE OF THE GOVERNMENT.

2-6.1 Reductions in Cleaning. It may be necessary during the contract period to close the resource offices, maintenance areas, Visitor Center, or portions thereof due to maintenance, repairs, or other circumstances. In the event this action occurs, the Contractor will be notified in writing 2 weeks in advance (if possible) with the understanding that the Contractor shall resume contracted services when deemed suitable by the Contracting Officer. The Contractor's unit price shall prevail regardless of the number of times each contract item is performed. Any decrease in the number or frequency of cleanings will require a decrease in the total contract amount equal to the Contractor's unit price per cleaning.

2-6.2 Additional Cleanings. The Government may request additional daily cleanings as a result of heavy visitor use or other unforeseen circumstances. In the event that additional daily cleanings are required, the COR will notify the Contractor for the additional cleaning in sufficient time to make necessary arrangements. If the Contractor agrees to provide additional daily cleanings, the Contractor will be paid for any "additional daily cleanings" based on the Contractor's unit price as stated herein.

2-7. PROTECTION OF RESOURCES AND PROPERTY.

2-7.1 Protection of Private Property. The Contractor shall be responsible for any injuries to persons or damages to private property if caused by his/her operations.

2-7.2 Vandalism. Defined as the willful or malicious destruction or defacement of public or private property. It does not include damage caused by the Contractor's negligence, improper operation of equipment, failure by the Contractor to properly maintain the area, or damage caused by normal wear and tear. Vandalism, misdemeanors, and felonies shall be reported to the proper civil authorities immediately, and subsequently, to the COR

2-7.3 Fire Protection. In all cases of fires located in buildings or grounds within the contract area, the Contractor shall notify the fire department as provided in emergency instructions and available through the Project Office. The Government has installed fire extinguishers in all buildings within the contract area. The Contractor shall insure that clear access is maintained to these at all times. The Contractor shall immediately report any use of these extinguishers to the COR for servicing by the Government.

2-7.4 Project Security.

(1) The Contractor shall be responsible for securing keys issued by the Government. All occurrences of lost keys shall be reported to the COR within 24 hours. For each incident of a key being lost or stolen, the Contractor shall be required to reimburse the Government for actual costs of new keys and cores for all locks affected by the lost key. Keys shall not be duplicated.

(2) Only the Contractor has the authority to use issued keys unless permission to deviate is given by the COR. Use of Government issued keys by persons other than the Contractor is prohibited. The Contractor shall not open doors or gates for individuals other than himself/herself or other government employees. The Contractor shall not allow guests, friends, children, or pets to accompany him/her during the course of the contract operations unless directly involved in the operations.

(3) Security measures including, but not limited to, coding alarms and closing and locking doors and gates as specified by the COR will be followed at all times.

3. WORK REQUIREMENTS.

3-1. PERFORMANCE STANDARDS.

Standards for cleaning of the facilities shall comply with the following:

1) Where the term "clean facilities" is specified, the Contractor shall sweep, vacuum, mop, wash, wipe, brush, scour, or scrub facilities to insure that dirt, dust, rocks, debris, trash, garbage, spots, stains, streaks, smudges, foreign matter, biological formations, detergent residue, etc., are removed.

2) Where the term "sanitary facilities" is specified, the Contractor shall clean the facilities using a disinfecting, deodorizing agent each time the facilities are cleaned to maintain a fresh smelling, sanitary condition.

3-2. **DAILY CLEANINGS**. The Contractor shall perform each of the following work requirements during each cleaning, on the days defined in Appendix 5, Performance Frequency Table:

3-2.1 Cleaning of Restrooms.

a) Floors.

1. Carpeted Areas. Carpets shall be swept and/or vacuumed until the area is free of soil, litter, and debris to maintain "clean facilities".

2. Tile and Linoleum Surfaces. Surfaces shall be cleaned until the area is free of soil, litter, and debris. Areas shall be washed and cleaned with a disinfecting, deodorizing agent to maintain "clean and sanitary" surfaces free of mop strands, litter, soil, streaks, spots, swirl marks, and detergent residue. Splash marks on furniture, walls, partitions, doors, etc., shall be removed. Excess water shall be removed.

a) Sinks, Counters. Remove all objects from sinks and drains, clean the counter, sink, faucets, and fixtures to maintain "clean and sanitary facilities", and rinse, dry, and polish the facilities to a streak-free and spot-free shine.

c) Partitions (Visitor Center only). Partitions shall be cleaned until the area is free of soil, litter, and debris. Areas shall be washed and cleaned with a disinfecting, deodorizing agent to maintain "clean and sanitary" surfaces free of soil, streaks, spots, swirl marks, and detergent residue.

d) Urinals, Toilets. Remove all foreign objects and clean all porcelain surfaces, plastic surfaces, and chrome fixtures to maintain "clean and sanitary facilities". Surfaces shall be rinsed and dried to maintain a streak-free and spot-free appearance. Walls within 18" of both sides of the urinal, and from the bottom of the urinal to the floor, shall be cleaned with a disinfecting, deodorizing agent.

e) Baby Changing Tables (Visitor Center only). Remove all foreign objects and clean all porcelain surfaces, plastic surfaces, and chrome fixtures to maintain "clean and sanitary facilities". Surfaces shall be rinsed and dried to maintain a streak-free and spot-free appearance. All surfaces shall be cleaned with a disinfecting, deodorizing agent.

f) Mirrors. Clean and polish mirrors to a streak-free and spot-free shine. Surfaces shall be free of dirt, smudges, streaks, and other foreign matter. Abrasives shall not be used to clean mirrors.

g) Waste Receptacles. Includes refuse containers and sanitary napkin disposal bags. Receptacles shall be emptied at each cleaning, and all refuse adjacent to the receptacles shall be removed and disposed of. The exterior surfaces of the refuse containers shall be washed to maintain "clean and sanitary facilities". New liners shall be placed in the receptacles each time the receptacles are emptied. During each cleaning, refuse shall be deposited in the dumpsters provided.

h) Fixtures. Fixtures include toilet paper dispensers, paper towel dispensers, soap dispensers, shelves, clothes hooks, light switches, sanitary napkin dispensers, heaters, handrails, sanitary napkin disposal containers, etc. The Contractor shall clean and polish dispensers and fixtures to maintain "clean and sanitary facilities". Abrasives shall not be used to clean stainless steel dispensers.

i) Dispenser Restocking. Install a full supply of toilet tissue, paper towels, sanitary napkin disposal bags, soap, etc. Wrappers for toilet paper and paper towels shall be removed before installing in dispenser. Partial rolls of toilet paper that are less than half a roll shall be replaced with a full roll at each cleaning, and the partial roll placed on top of the dispensers.

3-2.2 Office/Work Areas, Lunchrooms, Kitchens, Visitor Center Display Areas, Visitor Center Storage Areas.

a) Floors.

1. Carpeted Areas. Carpets, cloth floor mats (runners) and the carpeted stairway shall be swept and/or vacuumed until the areas are free of soil, litter, and debris to maintain "clean facilities". Easily moved furniture including chairs and small tables shall be moved if necessary to provide for adequate cleaning, and then be relocated back to their original position.

2. Tiled Surfaces. Tiled surfaces shall be swept until the area is free of soil, litter, and debris. Areas shall be washed and cleaned with a disinfecting, deodorizing agent to maintain "clean and sanitary" surfaces free of mop strands, litter, soil, streaks, spots, swirl marks, and detergent residue. Splash marks on furniture, walls, partitions, doors, etc., shall be removed. Excess water shall be removed. Runners and easily moved furniture including chairs and small tables shall be moved if necessary to provide for adequate cleaning, and then be relocated back to their original position.

3. Concrete Surfaces (Visitor Center Basement only). Concrete surfaces shall be swept until the area is free of soil, litter, and debris. Areas shall be washed and cleaned with a cleansing agent to maintain "clean and sanitary" surfaces free of mop strands, litter, soil, streaks, spots, swirl marks, and detergent residue. Splash marks on furniture, walls, partitions, doors, etc., shall be removed. Excess water shall be removed. Runners and easily moved furniture including chairs and small tables shall be moved if necessary to provide for adequate cleaning, and then be relocated back to their original position.

4. Plastic Chair Mats. Plastic chair mats shall be washed to provide for "clean facilities" free of mop strands, litter, soil, streaks, spots, swirl marks, and detergent residue.

b) Sinks, Counters (Lunchrooms). Remove all objects from sinks and drains, clean the counter, sink, faucets, and fixtures to maintain "clean and sanitary facilities", and rinse, dry, and polish the facilities to a streak-free and spot-free shine. Cleaning of dishes and utensils are not a part of this scope of work.

c) Fixtures (Lunchrooms). Fixtures include soap and paper towel dispensers. The Contractor shall clean and polish fixtures and napkin dispensers to maintain "clean and sanitary facilities". Abrasives shall not be used to clean stainless steel dispensers.

d) Dispenser Restocking (Lunchrooms). Install a full supply of paper towels, napkins, soap, etc. Wrappers for paper towels and napkins shall be removed before installing in dispensers.

e) Furniture (Lunchrooms). Table tops shall be washed and cleaned to maintain "clean and sanitary" surfaces.

f) Waste Receptacles. Receptacles shall be emptied at each cleaning, and all refuse adjacent to the receptacles shall be removed and disposed of. New liners shall be placed in the receptacles each time the receptacles are emptied. Refuse shall be deposited in dumpsters provided during each cleaning.

g) Water Fountain. All stainless steel surfaces shall be cleaned to maintain "clean and sanitary facilities".

h) Ash can. Ash cans shall be emptied of cigarette butts and other debris and shall be cleaned to maintain "clean and sanitary facilities".

3-3. MONTHLY CLEANINGS. The Contractor shall perform each of the following work requirements **once each month**, on the days defined in Appendix 5, Performance Frequency Table:

3-3.1 Cleaning of Restrooms.

a) Clean ceilings, air vents, and light fixtures to maintain "clean and sanitary facilities".

b) Wash and clean walls, Maintenance Area restroom partitions, windows, and interior door surfaces and frames to maintain "clean and sanitary facilities".

3-3.2 Office/Work Areas, Lunchrooms, Kitchens, Visitor Center Display Areas, Visitor Center Storage Areas.

a) Floors. Plastic floor mats and runners shall be lifted and the carpeted floors underneath vacuumed to remove accumulated dirt, debris, etc.

b) Furniture and Appliances. Wash and clean chairs (plastic and cloth including arms, legs, seats, and backs), benches, computer cabinet exterior surfaces, VCR cabinet exterior surfaces and counter top, other counter and table tops not defined herein, and vending machine exterior surfaces, to maintain "clean facilities".

c) Wall Hangings. Includes clocks, bulletin boards, black boards and erasers, plaques, framed photographs, brochure racks, key cabinets, coat hangers, wall trim, first aid cabinets, etc. The Contractor shall clean frames, glass or plastic surfaces, metal, etc., to provide for "clean facilities".

d) Cabinets, Doors. Clean all wooden cabinet fronts and fixtures, and all interior door surfaces, to provide for "clean facilities".

f) Carpet Wall Covering (Visitor Center Multi-purpose Room). Carpeted walls in the multi-purpose room shall be vacuumed to remove accumulated dirt, debris, etc.

g) Chair Rails (Visitor Center Multi-purpose Room). The chair rail in the multi-purpose room shall be cleaned to provide for "clean facilities".

h) Windows (Visitor Center). All exterior and interior window surfaces and appurtenant structures including storm windows, frames, blinds, rods, sills, etc., shall be cleaned to provide for "clean facilities". All structures removed for cleaning will be reinstalled after each cleaning.

3-4. YEARLY CLEANINGS. The Contractor shall perform each of the following work requirements **once each year**, on the days defined in Appendix 5, Performance Frequency Table:

a) Windows (Ranger Station, Maintenance Offices). All exterior and interior window surfaces and appurtenant structures including storm windows, frames, blinds, rods, sills, etc., shall be cleaned to provide for "clean facilities". All structures removed for cleaning will be reinstalled after each cleaning.

b) Light Fixtures, Vents (other than restrooms). Overhead fluorescent light fixtures, track lights, and heating/cooling vents shall be cleaned to provide for "clean facilities". Light fixture covers shall be removed for interior cleaning and reinstalled.

c) Draperies (Visitor Center). Draperies shall be vacuumed per manufacturers recommendations to provide for "clean facilities".

d) Storage and File Cabinets (Ranger Station, Visitor Center). Metal storage and file cabinets shall be wiped down to provide for "clean facilities".

4. FACILITIES OUTSIDE CONTRACTOR RESPONSIBILITY.

The Contractor shall not be responsible for cleaning the following specified facilities:

1) Employees desks, bookcases, filing cabinets, and storage cabinets unless otherwise specified in the contract.

2) Electronic equipment including computers, VCRs, Xerox machines, typewriters, battery chargers, radios, lettering equipment, etc.

3) The Contractor shall not be required to wash dishes or provide other forms of personal services.

4) The Contractor shall not be required to clean the Visitor Center displays other than any specifically mentioned previously.

5. REPORTING OF UNUSUAL CIRCUMSTANCES.

The Government requests that the Contractor report observed problems in the contract activities area to the COR. These may include but are not limited to vandalism or other incidences of damage, electrical hazards, etc.

LIST OF APPENDICES

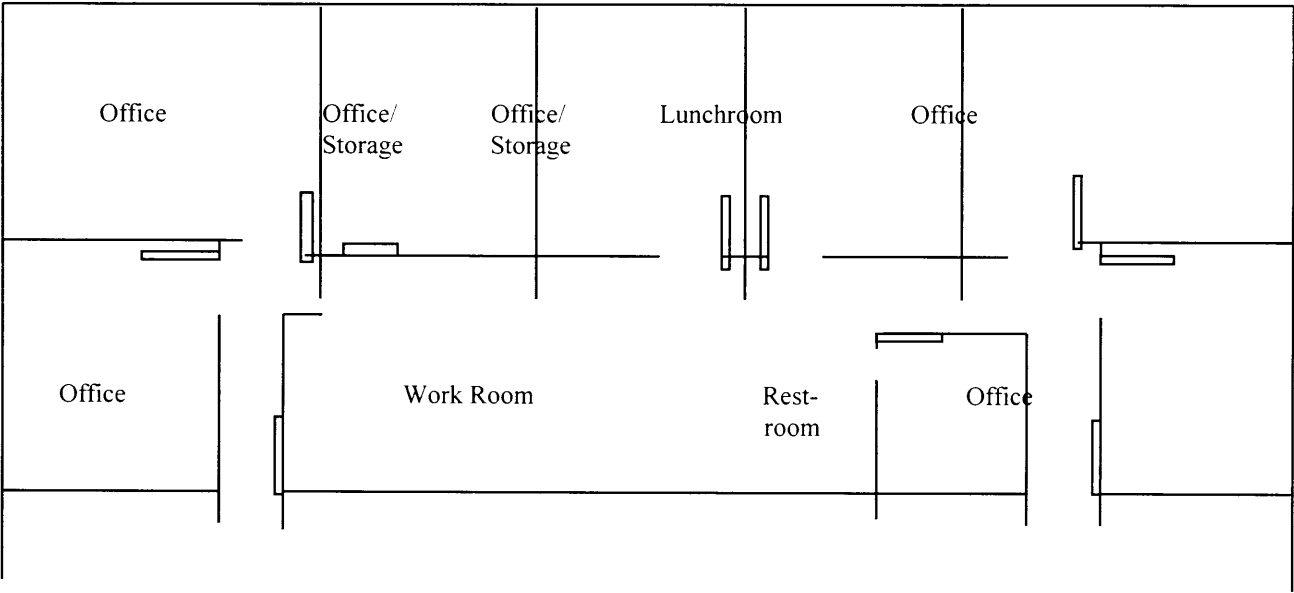
1. Resource Office Floor Plan
2. Maintenance Office Floor Plan
3. Visitor Center Floor Plan
4. Facilities Inventory List
5. Performance Frequency Table

APPENDIX 1

**ALBENI FALLS PROJECT
RESOURCE OFFICE FLOOR PLAN**

Resource Office: 24' X 60' mobile home, 1 large meeting room, 2 large offices, 5 small offices, 1 restroom, and carpeted floors.

1/8" = 1'

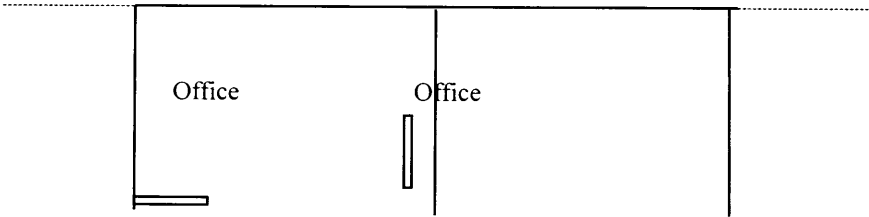


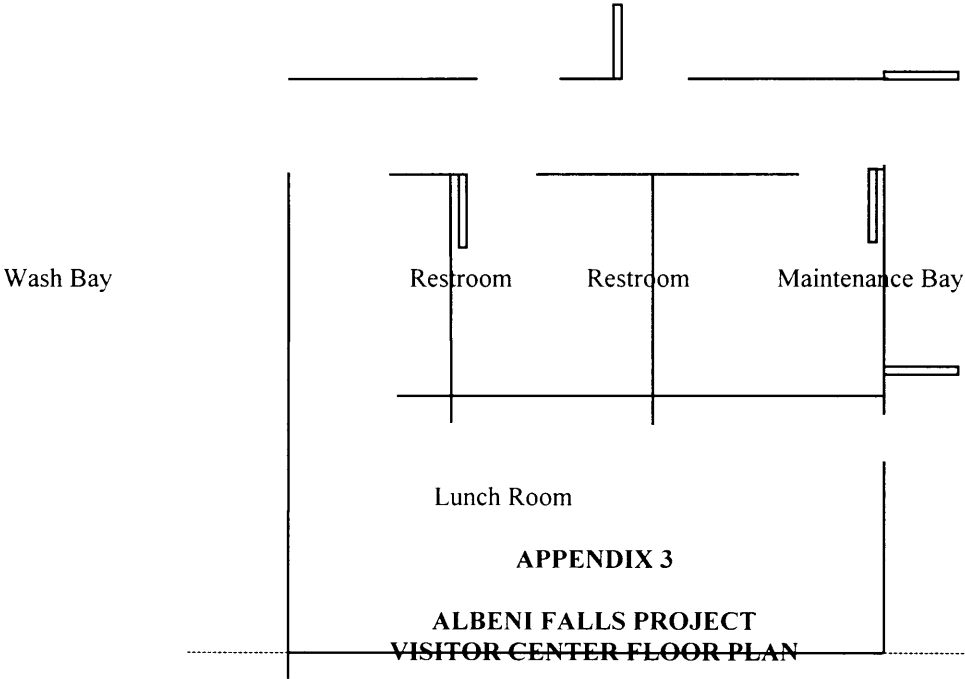
APPENDIX 2

**ALBENI FALLS PROJECT
MAINTENANCE OFFICE FLOOR PLAN**

Maintenance Office: 25' X 34' cinderblock area, 2 small offices, 2 restrooms, 1 lunchroom, carpet, linoleum, and tile floors. (Restroom located in the carpenter shop is not included.)

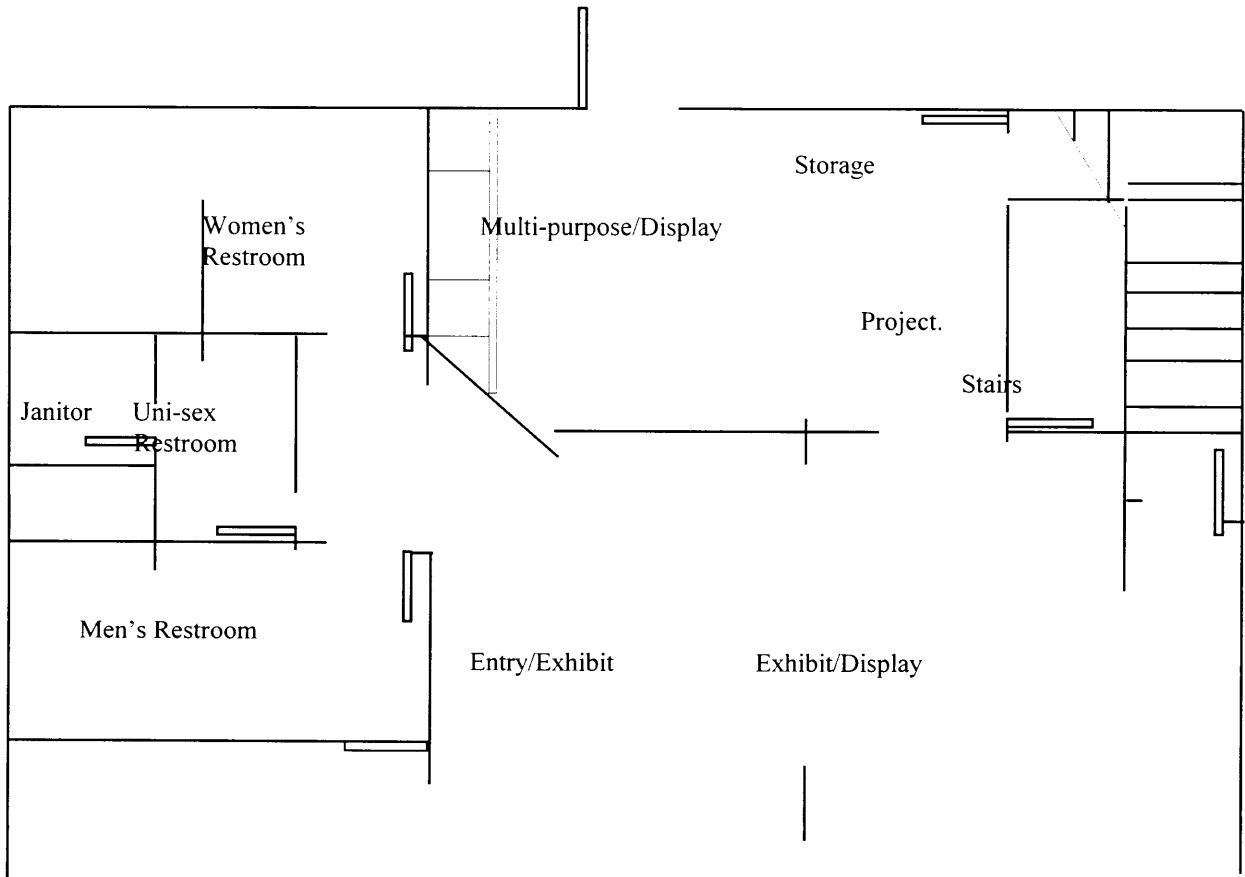
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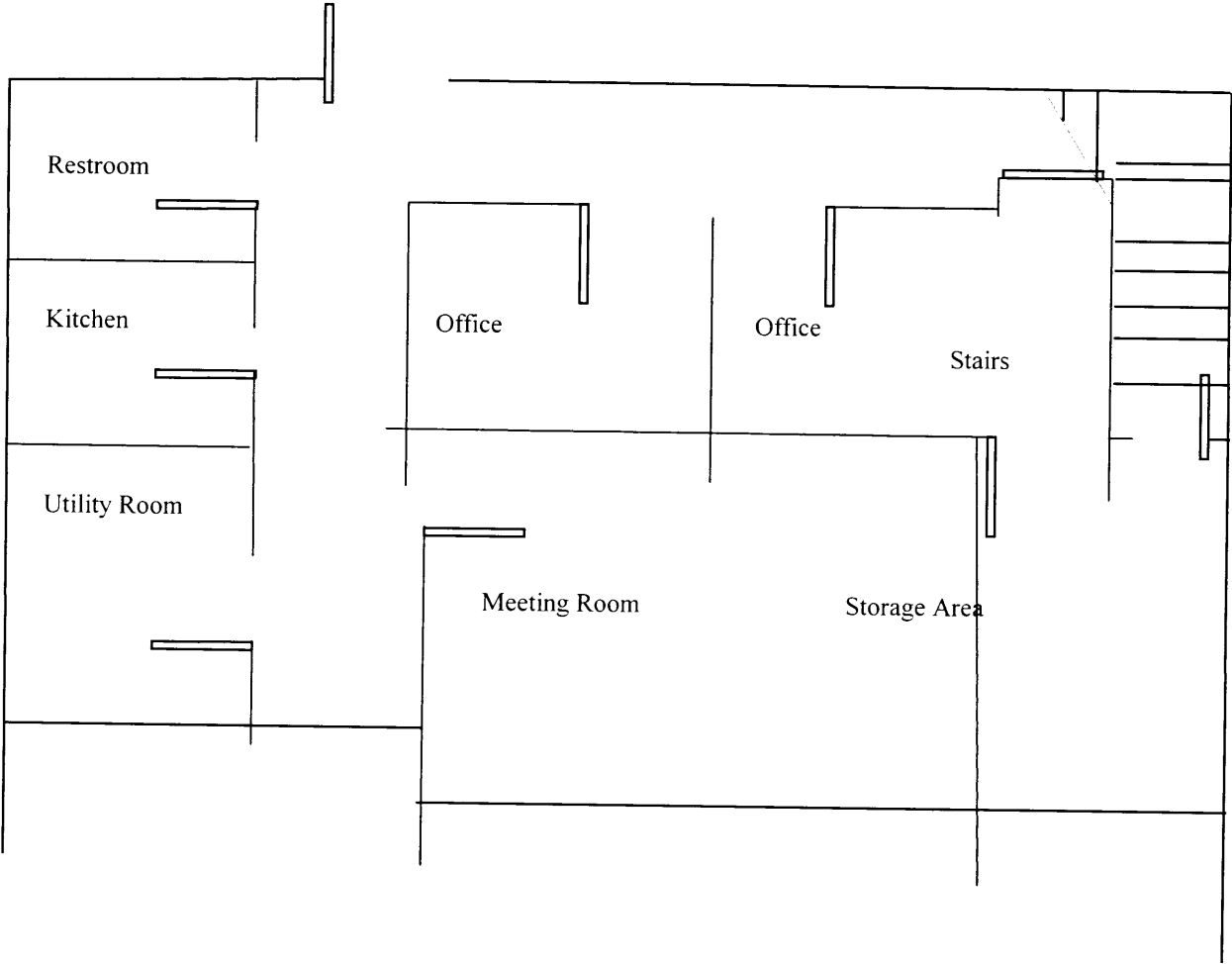


Visitor Center Floor Plan: frame construction, four restrooms, entry/exhibit area, exhibit/display area, multi-purpose room, projection booth, kitchen, storage area, work/office area, stairs.

Visitor Center First Floor
Scale: 1/8" = 1'



Visitor Center Basement
Scale: 1/8" = 1'



APPENDIX 4**Facilities Inventory List****Ranger Station, Maintenance Office, Carpenter Shop Restroom**

The following lists an estimate of the facilities required to be cleaned during the course of the contract. Minor items such as wall hangings, fixtures, etc., are not included. This information is provided for bid preparation only and is subject to change.

Item:	Unit:	Quantities		
		Ranger Station	Maintenance Office	Carpenter Shop
Restrooms (4)				
Floors, Carpeted	Sq Ft	42		
Floors, Tile	Sq Ft		248	
Floors, Concrete	Sq Ft			64
Sinks, Counter	EA	1	2	1
Urinals	EA		2	1
Toilets	EA	1	2	1
Mirrors	EA	1	1	1
Waste Receptacles				
Office Type	EA	1		
32 gal or larger	EA		2	1
Dispensers	EA	4	5	3
Walls, Tile	Sq Ft		528	
Walls, Wood	Sq Ft			256
Doors	EA	1	2	1
Ceilings	Sq Ft		248	64
Vents, Ceiling	EA	1	2	
Light Fixtures				
2-bulb 4' fluorescent	EA		2	1
1-bulb incandescent	EA	1		
Wash Basin	EA			1
Floor Heater, 6'	EA			1
Water Heater	EA			1

Office, Lunchroom, Kitchen Areas				
Floors, Carpet	Sq Ft	1224	414	
Floors, Linoleum	Sq Ft		494	
Floor Mats, Carpeted	Sq. Ft.		156	
Chair Mats	Sq Ft	200	60	
Sinks, Counter	EA	1	1	
Dispensers	EA		4	
Lunch Tables: 5' round 4' x 12'	EA EA	1	1	
Waste Receptacle, Office Type	EA	7	5	
Water Fountain	EA			1
Chairs:				

Cloth	EA	16	4	
Plastic	EA	10	15	
Computer Cabinets	EA	4	1	
Vending Machines	EA		2	
Cabinets	Sq Ft	94	60	
Doors	EA	10	5	
Windows (two sides)	Sq Ft	160	96	
Blinds, Venetian	EA	11	2	
Light Fixtures:				
2-bulb 4' fluorescent	EA		7	
4-bulb 4' fluorescent	EA	28	3	
File Cabinets, Metal, 4-drawer	EA	6		
File Cabinets, Metal, 2-drawer	EA	2		
Storage Cabinet, Metal, 18"x36"x78"	EA	11		
Vents, Ceiling	EA	13	11	

Visitor Center

		Quantities	
Item:	Unit:	First Floor:	Basement:
Restrooms (4)			
Floors, Tile	Sq. Ft.	341	
Floors, Linoleum	Sq. Ft.		72
Slop Sink	EA	1	
Walls, Tile	Sq. Ft.	601	
Walls, Sheetrock	Sq. Ft.	468	224
Doors	EA	5	1
Sinks, Counters	EA	5	1
Urinals	EA	2	
Toilets	EA	5	1
Partitions	Sq. Ft.	75	
Mirrors	EA	5	1
Waste Receptacles	EA	3	1
Dispensers	EA	17	4
Baby Changing Tables	EA	2	
Windows (Two sides)	Sq. Ft.	18	
Ceilings	Sq. Ft.	341	72
Light Fixtures, 2-bulb Fluorescent	EA	4	
Light Fixtures, Incandescent	EA	3	1
Ceiling Vent	EA	4	1

Entry/Exhibit Area

Floors, Tile	Sq. Ft.	300	
Floor Vent	EA	1	
Floor Mat	Sq. Ft.	24	
Door	EA	1	
Fountain, Drinking	EA	2	
Windows (Two sides)	Sq. Ft.	24	
Roll Screen Gate	Sq. Ft.	68	
Light Fixtures, Incandescent	EA	18	
Ceiling Vent	EA	1	
Waste Receptacles	EA	2	
Ash Can	EA	1	

Exhibit/Display Area

Floor, Carpet	Sq. Ft.	272	
Stairs, Carpeted	Sq. Ft.	76	
Windows (Two sides)	Sq. Ft.	19	
Door	EA	2	
Light Fixtures, Incandescent	EA	12	

Floor Vents	EA	2	
Waste Receptacles	EA	2	

Multi-purpose/Display Area

Floor, Carpet	Sq. Ft.	409	
Floor Vents	EA	2	
Waste Receptacles	EA	2	
Door	EA	3	
Cabinet Doors (4)	Sq. Ft.	81	
Benches, 5'	EA	4	
Chairs, Cloth	EA	30	
Drapes	Sq. Ft.	28	
Carpet, Wall	Sq. Ft.	170	
Chair Rail	LF	56'5"	
Windows (Two sides)	Sq. Ft.	44	
Light Fixtures, Incandescent	EA	12	
Light Fixtures, 2 –bulb Fluorescent	EA	6	
Ceiling Vent	EA	1	

Office

Floors, Carpet	Sq Ft		283
Chair Mats	Sq Ft		128
Waste Receptacle, Office Type	EA		4
Chairs:			
Cloth	EA		7
Doors	EA		3
Windows (two sides)	Sq Ft		56
Blinds, Venetian	EA		4
Light Fixtures:			
3-bulb 4' fluorescent	EA		4
Drawers, Metal, 3-drawer	EA		4
Coat Closet (front)	Sq ft		9
File Drawer, Formica, 2-drawer	EA		1
Vents, Ceiling	EA		3

Storage Room

Floors, Carpet	Sq Ft		119
Waste Receptacle, Office Type	EA		1
Chairs:			
Cloth	EA		2
Lateral File, 3-drawer (fronts)	Sq Ft		52
Light Fixtures:			
2-bulb 4' fluorescent	EA		1
File, Skate Wire	EA		2
Vents, Ceiling	EA		1

Meeting Room			
Floors, Carpet	Sq Ft		335
Chairs:			
Cloth	EA		25
Doors	EA		1
Tables, rolling, Formica top	EA		8
Windows (two sides)	Sq Ft		33
Light Fixtures:			
3-bulb 4' fluorescent	EA		4
Track light, incandescent			10
Vents, Ceiling	EA		2

Hallway			
Floors, Carpet	Sq Ft		317
Waste Receptacle, Office Type	EA		1
Vending Machines	EA		1
Doors	EA		3
Windows (two sides)	Sq Ft		96
Blinds, Venetian	EA		3
Light Fixtures:			
2-bulb 4' fluorescent	EA		4
Water Fountain	EA		1
Vents, Ceiling	EA		3

APPENDIX 5**PERFORMANCE FREQUENCY TABLE**

Daily cleanings will be performed based on the following schedule and as defined under Para.

3-2. Daily Cleanings.

Ranger Station, Resource Maintenance Shop:

Mondays and Thursdays.

Visitor Center: 01 October - 30 June

Mondays and Thursdays.

01 July - 30 September

Mondays, Thursdays, Saturdays.

Monthly cleanings for the Ranger Station and Maintenance Areas will be performed on the last Friday of every month as defined under Para. 3-3. **MONTHLY CLEANINGS.**

Monthly cleanings for the Visitor Center will be performed on the first Monday of every month as defined under Para. 3-3. **MONTHLY CLEANINGS.**

Yearly cleanings will be performed during the first two weeks of May as defined under Para.

3-4. YEARLY CLEANINGS.

	Visitor Center	Ranger Station, Maintenance Areas
Restrooms		
Floors		
Carpeted Areas	Daily	Daily
Tiled Surfaces	Daily	Daily
Linoleum Surfaces	Daily	
Sinks, Counters	Daily	Daily
Partitions	Daily	Monthly
Urinals, Toilets	Daily	Daily
Baby Changing Tables	Daily	
Mirrors	Daily	Daily
Waste Receptacles	Daily	Daily
Fixtures	Daily	Daily
Dispenser Restocking	Daily	Daily
Ceilings, Air Vents, Light Fixtures	Monthly	Monthly
Walls, Windows, Interior Doors	Monthly	Monthly

	Visitor Center	Ranger Station, Maintenance Areas
Office/Work Areas, Lunchrooms, Kitchens, Visitor Center Display Areas, Visitor Center Office/Meeting/Storage Areas		

Floors		
Carpeted Areas	Daily	Daily
Tiled Areas	Daily	Daily
Concrete Areas	Daily	
Carpeted Stairs	Daily	Daily
Plastic Floor Mats	Daily	Monthly
Under Floor Mats, Runners	Monthly	
Sinks, Counters	Daily	Daily
Fixtures		Daily
Dispenser Restocking		Daily
Waste Receptacles	Daily	Daily
Ash Can	Daily	
Water Fountain	Daily	Daily
Furniture and Appliances	Monthly	Monthly
Wall Hangings	Monthly	Monthly
Cabinets, Doors, Drawer Fronts	Monthly	Monthly
Carpet Wall Covering	Monthly	
Chair Rails	Monthly	
Windows	Monthly	Yearly
Light Fixtures, Vents	Yearly	Yearly
Metal Storage and File Cabinets		Yearly
Draperies	Yearly	
Vending Machine	Monthly	Monthly
File, Skate Wire	Monthly	
Tables	Daily	

CLAUSES INCORPORATED BY REFERENCE

52.217-8	Option To Extend Services	NOV 1999
52.237-3	Continuity Of Services	JAN 1991
52.243-1	Changes--Fixed Price	AUG 1987

CLAUSES INCORPORATED BY FULL TEXT

52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS (OCT 2000)

(a) North American Industry Classification System (NAICS) code and small business size standard. The NAICS **541720** code and small business size **\$12 Million** standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) Submission of offers. Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show--

(1) The solicitation number;

(2) The time specified in the solicitation for receipt of offers;

(3) The name, address, and telephone number of the offeror;

(4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;

(5) Terms of any express warranty;

(6) Price and any discount terms;

(7) "Remit to" address, if different than mailing address;

(8) A completed copy of the representations and certifications at FAR 52.212-3;

(9) Acknowledgment of Solicitation Amendments;

(10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) Period for acceptance of offers. The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) Product samples. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) Multiple offers. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) Late submissions, modifications, revisions, and withdrawals of offers:

(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.

(2)(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or

(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(C) If this solicitation is a request for proposals, it was the only proposal received.

(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.

(g) Contract award (not applicable to Invitation for Bids). The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.

(h) Multiple awards. The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(i) Availability of requirements documents cited in the solicitation. (1) The Index of Federal Specifications, Standards and Commercial Item Descriptions and the documents listed in it may be obtained from the General Services Administration, Federal Supply Service Bureau, Specifications Section, Suite 8100, 470 L'Enfant Plaza, SW, Washington, DC 20407 ((202) 619-8925).

(2) The DOD Index of Specifications and Standards (DODISS) and documents listed in it may be obtained from the Standardization Documents Desk, Building 4D, 700 Robbins Avenue, Philadelphia, PA 19111-5094 (telephone (215) 697-2569).

(i) Availability of requirements documents cited in the solicitation. (1)(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and

commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--GSA Federal Supply Service Specifications Section, Suite 8100, 470 East L'Enfant Plaza, SW, Washington, DC 20407, Telephone (202) 619-8925, Facsimile (202) 619-8978.

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) The DoD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--Department of Defense Single Stock Point (DoDSSP), Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

(i) Automatic distribution may be obtained on a subscription basis.

(ii) Order forms, pricing information, and customer support information may be obtained--

(A) By telephone at (215) 697-2667/2179; or

(B) Through the DoDSSP Internet site at <http://assist.daps.mil>.

(3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) Data Universal Numbering System (DUNS) Number. (Applies to offers exceeding \$25,000.) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (MAY 2002)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process of penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

___ TIN:-----

___ TIN has been applied for.

___ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other-----

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, () is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it () is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it () is, () is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

___ 50 or fewer ___ \$1 million or less

___ 51 - 100 ___ \$1,000,001 - \$2 million

___ 101 - 250 ___ \$2,000,001 - \$3.5 million

___ 251 - 500 ___ \$3,500,001 - \$5 million

___ 501 - 750 ___ \$5,000,001 - \$10 million

___ 751 - 1,000 ___ \$10,000,001 - \$17 million

___ Over 1,000 ___ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It () is, () is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It () has, () has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It () has, () has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation; and

(ii) It () has, () has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It () has developed and has on file, () has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It () has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--Balance of Payments Program--Supplies" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--North American Free Trade Agreement--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act" and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States.

(ii) The offeror certifies that the following supplies are NAFTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

NAFTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--North American Free

Trade Agreement--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) (2) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (May 2002). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian End Products:

Line Item No.

(List as necessary)

(3) Buy American Act--North American Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (May 2002). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--North American Free Trade Agreement--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

Country of Origin

(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or NAFTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) () Are, () are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and

(2) () Have, () have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(3) () Are, () are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Product

Listed Countries of Origin

(2) Certification. (If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.)

() (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

() (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2002)

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement or any excusable delay, setting for the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice. The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized,) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price and extended price of the items delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order: (1) the schedule of supplies/services; (2) the Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause; (3) the clause at 52.212-5; (4) addenda to this solicitation or contract, including any license agreements for computer software; (5) solicitation provisions if this is a solicitation; (6) other paragraphs of this clause; (7) the Standard Form 1449; (8) other documents, exhibits, and attachments; and (9) the specification.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 2002)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).

(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

___ (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

___ (ii) Alternate I to 52.219-5.

___ (iii) Alternate II to 52.219-5.

___ (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).

___ (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

___ (7) 52.219-14, Limitations on Subcontracting (15 U.S.C. 637(a)(14)).

___ (8)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I of 52.219-23.

___ (9) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (10) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

__X_ (12) 52.222-26, Equal Opportunity (E.O. 11246).

___ (13) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

__X_ (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

___ (15) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212).

___ (16) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (E.O. 13126).

___ (17)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (42 U.S.C. 6962(c)(3)(A)(ii)).

___ (ii) Alternate I of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).

__X_ (18) 52.225-1, Buy American Act--Supplies (41 U.S.C. 10a-10d).

____ (19)(i) 52.225-3, Buy American Act--North American Free Trade Agreement--Israeli Trade Act (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).

____ (ii) Alternate I of 52.225-3.

____ (iii) Alternate II of 52.225-3.

____ (20) 52.225-5, Trade Agreements (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (21) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).

____ (22) 52.225-15, Sanctioned European Union Country End Products (E.O. 12849).

____ (23) 52.225-16, Sanctioned European Union Country Services (E.O.12849).

 X (24) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (31 U.S.C. 3332).

____ (25) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (31 U.S.C. 3332).

____ (26) 52.232-36, Payment by Third Party (31 U.S.C. 3332).

____ (27) 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

____ (28) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

____ Alternate I of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

 X (1) 52.222-41, Service Contract Act of 1965, As amended (41 U.S.C. 351, et. seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, et. seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components--

(1) 52.222-26, Equal Opportunity (E.O. 11246);

(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era and Other Eligible Veterans (38 U.S.C. 4212);

(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);

(4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C. 1241)(flow down not required for subcontracts awarded beginning May 1, 1996)., and

(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, et seq.).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within **30** (insert the period of time within which the Contracting Officer may exercise the option); provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60** before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 yrs.

(End of clause)

Time Period to Exercise Options

- (a) The Government may increase the quantity of work awarded by exercising one or more of the optional items/the optional item, at any time or not at all, but not later than 30 calendar days after the Notice To Proceed on work items added by exercise of the options will be given upon execution of consent of surety.
- (b) The parties hereto further agree that any option herein shall be considered to have been exercised at the time the Government deposits written notification to the Contractor in the mails.
- (c) The time allowed for completion of any optional items awarded under this contract will be the same as that for the base items, and will be measured from the date of receipt of the notice to Proceed for the base items/from the date of the Notice to Proceed for the optional items.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUL 1996)**(a) Definition.**

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States. The term "United States" includes its territories and possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUL 2002)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

52.203-3 Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

252.206-7000 Domestic Source Restriction (DEC 1991) (10 U.S.C. 2304)

____ 252.219-7003 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

____ 252.219-7004 Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

____ 252.225-7001 Buy American Act and Balance of Payment Program (MAR 1998) (41 U.S.C. 10a-10d, E.O. 10582).

____ 252.225-7007 Buy American Act--Trade Agreements--Balance of Payments Program (SEP 2001) (41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note).

____ 252.225-7012 Preference for Certain Domestic Commodities (APR 2002) (10 U.S.C. 2533a).

____ 252.225-7014 Preference for Domestic Specialty Metals (MAR 1998) (10 U.S.C. 2533a).

____ 252.225-7015 Preference for Domestic Hand or Measuring Tools (DEC 1991) (10 U.S.C. 2533a).

____ 252.225-7016 Restriction on Acquisition of Ball and Roller Bearings (DEC 2000) (____ Alternate I) (DEC 2000) (Section 8064 of Pub. L. 106-259).

____ 252.225-7021 Trade Agreements (SEP 2001) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

____ 252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998) (22 U.S.C. 2779).

____ 252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991) (22 U.S.C. 2755).

____ 252.225-7029 Preference for United States or Canadian Air Circuit Breakers (AUG 1998) (10 U.S.C. 2534(a)(3)).

____ 252.225-7036 Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payment Program (MAR 1998) (____ Alternate I) (SEP 1999) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

____ 252.227-7015 Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

____ 252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

____ 252.243-7002 Certification of Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

____ 252.247-7023 Transportation of Supplies by Sea (MAY 2002) (____ Alternate I) (MAR 2000) (____ Alternate II) (MAR 2000) Alternate III) (MAY 2002) (10 U.S.C. 2631).

____ 252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (Federal Acquisition Regulation 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (MAR 1998) (10 U.S.C. 2533a).

252.247-7023 Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(End of clause)

WAGE DETERMINATION NO: 94-2159 REV (19) AREA: ID.STATEWIDE

State: Idaho
Area: Idaho Statewide

Fringe Benefits Required Follow the Occupational Listing	
OCCUPATION TITLE	MINIMUM WAGE RATE
Administrative Support and Clerical Occupations	
Accounting Clerk I	7.67
Accounting Clerk II	9.42
Accounting Clerk III	10.60
Accounting Clerk IV	11.57
Court Reporter	17.03
Dispatcher, Motor Vehicle	14.05
Document Preparation Clerk	9.55
Duplicating Machine Operator	9.55
Film/Tape Librarian	9.68
General Clerk I	7.63
General Clerk II	8.58
General Clerk III	9.42
General Clerk IV	10.35
Housing Referral Assistant	11.85
Key Entry Operator I	9.27
Key Entry Operator II	10.16
Messenger (Courier)	8.26
Order Clerk I	9.76
Order Clerk II	10.71
Personnel Assistant (Employment) I	8.70
Personnel Assistant (Employment) II	9.65
Personnel Assistant (Employment) III	10.75
Personnel Assistant (Employment) IV	11.94
Production Control Clerk	13.95
Rental Clerk	10.03
Scheduler, Maintenance	10.54
Secretary I	10.54
Secretary II	11.10
Secretary III	11.85
Secretary IV	13.16
Secretary V	14.51
Service Order Dispatcher	12.97
Stenographer I	14.77
Stenographer II	16.42
Supply Technician	13.16
Survey Worker (Interviewer)	8.51
Switchboard Operator-Receptionist	8.86
Test Examiner	11.10
Test Proctor	11.10
Travel Clerk I	9.49
Travel Clerk II	9.97
Travel Clerk III	10.81
Word Processor I	10.35
Word Processor II	10.68
Word Processor III	11.34
Automatic Data Processing Occupations	

Computer Data Librarian	9.68
Computer Operator I	9.17
Computer Operator II	12.40
Computer Operator III	14.49
Computer Operator IV	17.70
Computer Operator V	17.86
Computer Programmer I (1)	14.16
Computer Programmer II (1)	20.23
Computer Programmer III (1)	21.34
Computer Programmer IV (1)	24.42
Computer Systems Analyst I (1)	18.29
Computer Systems Analyst II (1)	21.34
Computer Systems Analyst III (1)	25.47
Peripheral Equipment Operator	11.17
Automotive Service Occupations	
Automotive Body Repairer, Fiberglass	14.82
Automotive Glass Installer	12.83
Automotive Worker	12.69
Electrician, Automotive	13.01
Mobile Equipment Servicer	10.37
Motor Equipment Metal Mechanic	14.27
Motor Equipment Metal Worker	12.69
Motor Vehicle Mechanic	14.27
Motor Vehicle Mechanic Helper	10.37
Motor Vehicle Upholstery Worker	11.99
Motor Vehicle Wrecker	12.69
Painter, Automotive	13.55
Radiator Repair Specialist	13.77
Tire Repairer	10.02
Transmission Repair Specialist	14.27
Food Preparation and Service Occupations	
Baker	10.33
Cook I	7.70
Cook II	8.94
Dishwasher	7.20
Food Service Worker	7.23
Meat Cutter	12.63
Waiter/Waitress	7.64
Furniture Maintenance and Repair Occupations	
Electrostatic Spray Painter	12.32
Furniture Handler	10.87
Furniture Refinisher	12.32
Furniture Refinisher Helper	10.87
Furniture Repairer, Minor	10.90
Upholsterer	12.32
General Services and Support Occupations	
Cleaner, Vehicles	7.40
Elevator Operator	8.46
Gardener	10.45
House Keeping Aid I	7.96
House Keeping Aid II	8.40
Janitor	8.46
Laborer, Grounds Maintenance	8.85
Maid or Houseman	6.88
Pest Controller	10.33
Refuse Collector	11.18
Tractor Operator	11.63
Window Cleaner	8.92
Health Occupations	
Dental Assistant	12.02
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	11.87
Licensed Practical Nurse I	10.79
Licensed Practical Nurse II	12.09
Licensed Practical Nurse III	13.53
Medical Assistant	10.55
Medical Laboratory Technician	14.37
Medical Record Clerk	11.24
Medical Record Technician	13.54
Nursing Assistant I	7.84
Nursing Assistant II	8.82
Nursing Assistant III	9.62
Nursing Assistant IV	10.79
Pharmacy Technician	12.19
Phlebotomist	12.36

Registered Nurse I	18.23
Registered Nurse II	20.78
Registered Nurse II, Specialist	20.78
Registered Nurse III	24.75
Registered Nurse III, Anesthetist	44.47
Registered Nurse IV	27.72
Information and Arts Occupations	
Audiovisual Librarian	16.17
Exhibits Specialist I	12.40
Exhibits Specialist II	15.85
Exhibits Specialist III	17.77
Illustrator I	11.01
Illustrator II	14.08
Illustrator III	15.77
Librarian	17.05
Library Technician	9.68
Photographer I	10.73
Photographer II	13.71
Photographer III	15.37
Photographer IV	18.90
Photographer V	23.23
Laundry, Dry Cleaning, Pressing and Related Occupations	
Assembler	7.12
Counter Attendant	7.12
Dry Cleaner	7.69
Finisher, Flatwork, Machine	7.12
Presser, Hand	7.12
Presser, Machine, Drycleaning	7.12
Presser, Machine, Shirts	7.12
Presser, Machine, Wearing Apparel, Laundry	7.12
Sewing Machine Operator	8.18
Tailor	9.06
Washer, Machine	7.46
Machine Tool Operation and Repair Occupations	
Machine-Tool Operator (Toolroom)	12.32
Tool and Die Maker	18.45
Material Handling and Packing Occupations	
Forklift Operator	11.52
Fuel Distribution System Operator	11.65
Material Coordinator	13.95
Material Expediter	13.95
Material Handling Laborer	9.88
Order Filler	10.95
Production Line Worker (Food Processing)	10.35
Shipping Packer	10.55
Shipping/Receiving Clerk	10.86
Stock Clerk (Shelf Stocker; Store Worker II)	11.98
Store Worker I	9.04
Tools and Parts Attendant	11.43
Warehouse Specialist	11.43
Mechanics and Maintenance and Repair Occupations	
Aircraft Mechanic	17.00
Aircraft Mechanic Helper	11.48
Aircraft Quality Control Inspector	18.31
Aircraft Servicer	14.00
Aircraft Worker	14.82
Appliance Mechanic	12.32
Bicycle Repairer	9.30
Cable Splicer	16.40
Carpenter, Maintenance	13.75
Carpet Layer	13.27
Electrician, Maintenance	17.15
Electronics Technician, Maintenance I	15.24
Electronics Technician, Maintenance II	22.00
Electronics Technician, Maintenance III	26.06
Fabric Worker	12.78
Fire Alarm System Mechanic	14.27
Fire Extinguisher Repairer	12.07
Fuel Distribution System Mechanic	14.27
General Maintenance Worker	12.69
Heating, Refrigeration and Air Conditioning Mechanic	16.05
Heavy Equipment Mechanic	15.48
Heavy Equipment Operator	14.56
Instrument Mechanic	17.86

Laborer	9.88
Locksmith	14.45
Machinery Maintenance Mechanic	15.44
Machinist, Maintenance	14.87
Maintenance Trades Helper	10.37
Millwright	17.38
Office Appliance Repairer	14.74
Painter, Aircraft	13.55
Painter, Maintenance	13.55
Pipefitter, Maintenance	18.54
Plumber, Maintenance	16.67
Pneudraulic Systems Mechanic	14.27
Rigger	15.27
Scale Mechanic	12.69
Sheet-Metal Worker, Maintenance	13.13
Small Engine Mechanic	11.54
Telecommunication Mechanic I	15.74
Telecommunication Mechanic II	17.98
Telephone Lineman	15.74
Welder, Combination, Maintenance	13.24
Well Driller	16.41
Woodcraft Worker	15.27
Woodworker	11.53
Miscellaneous Occupations	
Animal Caretaker	8.18
Carnival Equipment Operator	8.50
Carnival Equipment Repairer	10.27
Carnival Worker	7.20
Cashier	7.45
Desk Clerk	6.94
Embalmer	17.93
Lifeguard	9.42
Mortician	19.93
Park Attendant (Aide)	11.84
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	9.44
Recreation Specialist	11.95
Recycling Worker	11.34
Sales Clerk	8.58
School Crossing Guard (Crosswalk Attendant)	9.11
Sport Official	9.42
Survey Party Chief (Chief of Party)	16.29
Surveying Aide	11.04
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	14.81
Swimming Pool Operator	10.68
Vending Machine Attendant	10.42
Vending Machine Repairer	12.28
Vending Machine Repairer Helper	9.07
Personal Needs Occupations	
Child Care Attendant	7.17
Child Care Center Clerk	11.77
Chore Aid	7.39
Homemaker	7.25
Plant and System Operation Occupations	
Boiler Tender	15.21
Sewage Plant Operator	14.27
Stationary Engineer	15.27
Ventilation Equipment Tender	11.48
Water Treatment Plant Operator	14.27
Protective Service Occupations	
Alarm Monitor	10.24
Corrections Officer	18.00
Court Security Officer	19.14
Detention Officer	18.00
Firefighter	18.02
Guard I	9.20
Guard II	12.82
Police Officer	21.40
Stevedoring/Longshoremen Occupations	
Blocker and Bracer	12.65
Hatch Tender	13.22
Line Handler	12.34
Stevedore I	11.18
Stevedore II	13.45
Technical Occupations	

Air Traffic Control Specialist, Center (2)	28.21
Air Traffic Control Specialist, Station (2)	19.46
Air Traffic Control Specialist, Terminal (2)	21.43
Archeological Technician I	13.45
Archeological Technician II	15.04
Archeological Technician III	18.65
Cartographic Technician	14.81
Civil Engineering Technician	16.04
Computer Based Training (CBT) Specialist/ Instructor	17.25
Drafter I	14.28
Drafter II	15.54
Drafter III	19.84
Drafter IV	22.19
Engineering Technician I	11.79
Engineering Technician II	12.85
Engineering Technician III	16.40
Engineering Technician IV	18.39
Engineering Technician V	21.58
Engineering Technician VI	22.76
Environmental Technician	17.50
Flight Simulator/Instructor (Pilot)	19.04
Graphic Artist	15.45
Instructor	17.25
Laboratory Technician	14.36
Mathematical Technician	18.39
Paralegal/Legal Assistant I	12.49
Paralegal/Legal Assistant II	14.63
Paralegal/Legal Assistant III	16.98
Paralegal/Legal Assistant IV	21.64
Photooptics Technician	21.14
Technical Writer	20.29
Unexploded (UXO) Safety Escort	17.93
Unexploded (UXO) Sweep Personnel	17.93
Unexploded Ordnance (UXO) Technician I	17.93
Unexploded Ordnance (UXO) Technician II	21.70
Unexploded Ordnance (UXO) Technician III	26.01
Weather Observer, Combined Upper Air and Surface Programs (3)	16.21
Weather Observer, Senior (3)	19.81
Weather Observer, Upper Air (3)	16.21
Transportation/ Mobile Equipment Operation Occupations	
Bus Driver	11.22
Parking and Lot Attendant	7.01
Shuttle Bus Driver	9.96
Taxi Driver	8.49
Truckdriver, Heavy Truck	14.37
Truckdriver, Light Truck	9.96
Truckdriver, Medium Truck	10.90
Truckdriver, Tractor-Trailer	14.37

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.15 an hour or \$86.00 a week or \$372.67 a month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.
- 3) WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work

which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE (Standard Form 1444 (SF 1444))

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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